

Upon the whole, I have little doubt that there was no concluded agreement, either in terms or in intention, come to on the 1st May, entitling the defendant to a lease for a year, or upon the other matters stated to have been discussed then. If there was, then I find, under the circumstances of this case, no authority in Shook or Dickson Davidson to bind the company, and that all that was done was done subject to the condition that the board should ratify it, which the board did not do. I have not discussed Dickson Davidson's authority as vice-president, because what I have said as to the general manager is applicable to him. His position is not shewn to be of greater practical importance, and is certainly of no greater legal authority.

I do not desire to put my judgment upon the ground that any of the parties are not to be believed. I rest it upon an analysis of the evidence, giving such weight to each part of it as I think it deserves, and having regard to the fact that witnesses may often be honestly mistaken, and that the surrounding facts and circumstances accord more nearly with the contention of the plaintiffs than with that of the defendant. . . .

The result is what might be expected. A draft lease was prepared and rejected. If there had been an agreement come to, it might have been necessary to have examined the terms of the draft in order to see if the defendant was justified in refusing to sign it. He, however, relied upon the supposed arrangement; and, as that fails, his objections to the various clauses are unimportant. I think the defendant's conduct relieved the plaintiff company from nominating any one to take a transfer of the license or from tendering any instrument of transfer.

I think the plaintiffs are entitled to judgment for possession and to an order directing the defendant to execute an assignment or transfer of the license of the plaintiff company, or whom they may appoint, the form of which may be settled by the Local Master, and to an injunction restraining the defendant from dealing with the license and from violating his covenant as contained in the lease of the 31st December, -906, so far as it relates to the license, or doing any act which would be a breach of that covenant. The plaintiffs are also entitled to payment out of Court of the moneys now paid in, and to judgment for occupation rent at the same rate weekly until possession is actually given, and for such proportion of the taxes as may accrue up to the same date. The exact amount of the occupation rent and of taxes and proportion of the license fee to which the defendant is entitled, on the transfer of the license as provided